REMARKS/ARGUMENTS

Favorable reconsideration of this application as currently amended and in light of the following discussion is respectfully requested.

Claims 1-15 and 17-31 are currently pending. The present Amendment amends Claims 1, 3, 6, 7, 17, and 22; cancels Claim 16 without prejudice or disclaimer; and adds Claims 26-31. The changes and additions to the claims are supported by the originally filed application. No new matter has been added.

In the outstanding Office Action, Claims 1-25 were rejected under 35 U.S.C. § 102(b), as being anticipated by Strevey et al. (U.S. Patent No. 6,035,305, herein "Strevey").

First, Applicant wishes to thank the Examiner for the courtesy of a telephone interview granted to Applicant's representative on May 24, 2005, at which time the outstanding issues in this case were discussed. Although an agreement could not be reached, the Examiner appeared to favorably consider the "mass management module" of Claims 3 and 13 as possibly being allowable, but only if "mass" was further explained in a formal response. Applicant thus provides such an explanation below.

In response to the rejection of independent Claim 1, and in the spirit of moving prosecution forward, Claim 1 is amended to recite "said describing using a mass management module." Amended independent Claim 1 is thus directed to a method to structure and manage a configuration of an industrial product, taking into account selected options, including: (1) describing a set of technical objects, each technical object either representing a product function or describing an implementation method for making a product configuration, the set of technical objects representing manufacturing options of the industrial product, the describing using a mass management module; (2) updating a definition of each technical object and of its inter-relations with other of the technical objects in the product configuration, the definition being stored in a database and comprising an expression of rules

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and constraints; and (3) interactively and dynamically using said database during said configuration of the product.

The Office Action asserts at page 3 that column 9, lines 1-14, of Strevey teaches "the mass management module is configured to manage mass of a customized configuration from data supplied from the contract management module." Applicant respectfully disagrees and notes that the cited passage merely describes modules that "represent sets, or packages, or parts, plans, tools, functional tests, inspections, or software that are to be included in the product" and further defines two classes of modules: the dependent modules that have a relationship with two or more options and the independent modules that are related to one or more options and are configured upon the selection of exactly one option. A person of ordinary skill in the art would understand the "mass management" as pertaining to the "mass," i.e., in kilograms, for example, of the selected components, or of the entire product, or of how many passengers or how much luggage can be carried for various configurations of an aircraft, for example. Applicant notes that (1) the cited passage discusses modules "to be included in the product" that is being designed and is therefore not concerned with any component of the system that is designing the product and managing what is to be included in the product; and (2) the modules do not teach or suggest any "mass management module." Therefore, the "mass management module" of amended independent Claim 1 is not taught or suggested by the cited passage.

In response to the rejection of independent Claim 18, Applicant respectfully requests reconsideration of the rejection and traverses the rejection for the reasons set forth below.

Applicant's invention, as recited in Claim 18, is directed to a method to structure and manage a fleet of vehicles, including: (1) describing *a plurality of sets of technical objects*, each of the sets representing manufacturing options for a vehicle in the fleet, and each technical object either representing a vehicle function or describing an implementation

method for making a vehicle configuration; and (2) updating, *for each of said sets*, a definition of each technical object and its inter-relations with other technical objects in that set, the definition being stored in a dynamic database and comprising an expression of rules and constraints.

The Office Action rejects independent Claim 18 in conjunction with Claim 1 at page 2. However, Applicant notes that the rejection, although it indicates Claim 18, does not actually assert that all the features of Claim 18 are taught by Strevey. For example, the rejection asserts that Strevey teaches "means for describing a set of technical objects," as recited in Claim 1, but does not make any assertion regarding the "describing *a plurality of sets of technical objects*" feature of Claim 18. Similarly, the Office Action does not asserts that "updating, *for each of said sets*" is taught or suggested by Strevey. Applicant respectfully submits, as clearly evidenced, for example, by the use of the singular in "a configuration of *a* complex product, such as *a* commercial aircraft"[1] that Strevey does not teach or suggest the "plurality of sets of technical objects" and "updating, *for each of said sets*" features of Claim 18, nor any of the "fleet" features dependent thereupon.

Applicant notes that the Office Action states at page 5 that "Strevey discloses industrial product (fleet) is an aircraft and helicopters (it is inherent that the computer base system and method can implemented for a plurality a complex product such as aircraft, see abstract and, column 3, lines 22-40," but asserts that the abstract still mentions "an industrial product," not a plurality of industrial products, and that the cited passage does not relate in any way to a fleet. Applicant respectfully submits that the Office Action assertion is insufficient to show that Strevey inherently teaches the claimed "fleet" because it fails to

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[1] Strevey, column 3, lines 39-40.

show "that the alleged inherent characteristic <u>necessarily</u> flows from the teachings of the applied prior art."[2]

Therefore, <u>Strevey</u> fails to teach or suggest every feature recited in Applicant's independent Claims 1 and 18 so that Claims 1-15 and 17-25 are patentably distinct over <u>Strevey</u>. Specifically, <u>Strevey</u> fails to teach or suggest at least the "mass management module" recited in amended independent Claim 1 and the "describing *a plurality of sets* of technical objects" and "updating, *for each of said sets*, a definition" features of independent Claim 29. Accordingly, Applicant respectfully requests reconsideration of the rejection of Claims 1-15 and 17-25 based on the <u>Strevey</u> patent.[3]

In addition, Applicant notes regarding Claim 6 that the Office Action asserts that it is inherent that the system works in a connected mode and thus teaches "a connected or disconnected mode." Claim 6 is amended to solely recite "a disconnected mode" thus overcoming the rejection.

Applicant further notes that regarding Claims 7 and 22 that the Office Action did not assert that <u>Strevey</u> teaches the "ATA chapter." Claims 7 and 22 are amended to no longer recite the other two alternatives and solely recite the "ATA chapter" thus overcoming the rejection. The other two alternatives originally recited in Claims 7 and 22, "job category" and "sales policy," have been moved into new dependent Claims 26-31 which thus finds non-limiting support in the originally filed application.

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[2] See MPEP 2112 (emphasis in original) (citation omitted). See also same section stating that "[t]he fact that a certain result or characteristic <u>may</u> occur or be present in the prior art is not sufficient to establish the inherency of that result or characteristic," (emphasis in original). See also <u>In re Robertson</u>, 49 USPQ2d 1949, 1951 (Fed. Cir. 1999) ("[t]o establish inherency, the extrinsic evidence 'must make clear that the missing descriptive matter is necessarily present in the thing described in the reference, and that it would be so recognized by persons of ordinary skill,'" citing <u>Continental Can Co. v. Monsanto Co.</u>, 948 F2d 1264, 1268, 20 USPQ2d 1746, 1749 (Fed. Cir. 1991); and "[i]nherency, however, may not be established by probabilities or possibilities. The mere fact that a certain thing may result from a given set of circumstances is not sufficient," <u>Id.</u> at 1269 (citation omitted)).
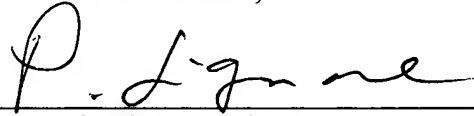
[3] See M.P.E.P. 2131: "A claim is anticipated <u>only if each and every</u> element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference," (Citations omitted) (emphasis added). See also M.P.E.P. 2143.03: "All words in a claim must be considered in judging the patentability of that claim against the prior art."

Consequently, in view of the present amendment, no further issues are believed to be outstanding in the present application, and the present application is believed to be in condition for formal Allowance. A Notice of Allowance for Claims 1-15 and 17-31 is earnestly solicited.

Should the Examiner deem that any further action is necessary to place this application in even better form for allowance, the Examiner is encouraged to contact Applicant's undersigned representative at the below listed telephone number.

Respectfully submitted,

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